

3/20/98 OLL

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement (the "Agreement") is entered into as of the 20th day of March, 1998, between Louise B. Lee (the "LANDLORD") and Gearon Communications, a Division of American Tower Systems, L.P., a Delaware limited partnership, (the "TENANT").

PROPERTY

LANDLORD is the owner of certain real property located in Harnett County, State of North Carolina, more particularly described in Exhibit "A" attached hereto and made a part hereof, and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 10,000 square feet (sometimes herein referred to as "Lease Site"), together with such easements and rights of way appurtenant thereto as hereinafter described (such portion of real property and such easements and rights of way being hereinafter called the "Property"). The Property is more specifically described or substantially shown on Exhibit "A-1" attached hereto and made a part hereof.


OPTION

NOW THEREFORE, in consideration of the sum of One Hundred Dollars (\$ 100.00) (the "Option Money"), to be paid by TENANT to LANDLORD upon TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (the "Option") to lease the Property in accordance with the terms and conditions set forth herein.

Option Period. The Option may be exercised at any time on or prior to September 3, 1998 (the "Option Period"). At TENANT's election, and upon TENANT's written notice to LANDLORD prior to expiration of the Option Period, the Option Period may be further extended for an additional period of six (6) months, through and including March 3, 1999 with an additional payment of Three Hundred Dollars (\$ 300.00) by TENANT to LANDLORD for the extension of the Option Period. The Option Period may be thereafter further extended by mutual agreement in writing. If TENANT fails to exercise the Option within the Option Period, as it may thereafter be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

Transfer of Option. The Option may be sold, assigned, or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of, or partner in,

Site # 141-076
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TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld, conditioned, or delayed. From and after the date the Option has been sold, assigned or transferred by TENANT to a third party agreeing to be subject to the terms hereof, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

Changes in Property During Option Period. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell or change the status of the zoning of the Property or the other real property of LANDLORD contiguous to, surrounding, or in the vicinity of the Property ("LANDLORD's Surrounding Property"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

Title. LANDLORD warrants that LANDLORD is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property except as set forth in Exhibit B, and that there are no other encumbrances on the title to the Property, including without limitation, restrictive covenants, that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement, except as set forth in Exhibit B. In the event of a breach of LANDLORD's warranty contained in this paragraph, TENANT shall have the right, without waiving any other right or remedy available to TENANT, to terminate this Agreement upon written notice to LANDLORD, whereupon LANDLORD shall refund to TENANT any prepaid rents.

Inspections. LANDLORD shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Property by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and LANDLORD's Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury and physical damage to the Property, LANDLORD's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities.

Site # 1411-076
NC/SC

2

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Surveys. LANDLORD also hereby grants to TENANT the right to survey the Property and LANDLORD's Surrounding Property or portion thereof, and the legal description of the Property on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibits "A" and "A-1". If as a result of any tests or investigations conducted by TENANT, or if required in connection with obtaining any necessary zoning approvals or other certificates, permits, licenses or approvals, TENANT desires to alter or modify the description of the Property in Exhibits "A" and "A-1" (and Exhibit "C" if then applicable) so as to relocate or enlarge all or any portion of the Property to other portions of LANDLORD's Surrounding Property (a "Relocation Site"), TENANT shall notify LANDLORD of such desire and deliver to LANDLORD a copy of the survey and legal description of the portions of the Property and LANDLORD's Surrounding Property that TENANT proposes as a Relocation Site. LANDLORD shall have the right to approve any Relocation Site, and LANDLORD agrees not to unreasonably withhold its approval, such approval to be based on commercially reasonable standards. LANDLORD agrees to review and consider TENANT's relocation request and any proposed Relocation Site in good faith and to cooperate with TENANT to attempt, if reasonably possible, to approve the TENANT's proposed Relocation Site or such other Relocation Site as may be agreed upon by LANDLORD and TENANT as will allow TENANT to use the same for the use intended by TENANT for the Property as hereinafter set forth in this Agreement. If LANDLORD approves a Relocation Site, then TENANT shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibits "A" and "A-1" (and Exhibit "C" if then applicable), and the Property shall thereafter consist of the Relocation Site so approved and substituted. If requested by TENANT, LANDLORD shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site as the Property.

Governmental Approvals. TENANT's ability to use the Property is contingent upon its obtaining all certificates, permits, and other approvals and its compliance with all applicable laws, ordinances, rules or regulations that may be required or imposed by any federal, state or local authorities, including without limitation, the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Property deemed necessary by TENANT. LANDLORD agrees to cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities and to comply with all legal and regulatory requirements related to TENANT's use of the Property. In addition, LANDLORD agrees not to register any written or verbal opposition to any such procedures.

Site # 141-076
NC/SC

3

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Utility Services. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable to use the aforementioned right of way, LANDLORD hereby agrees to grant an additional right of way either to TENANT or to the utility company at no cost to TENANT or to the utility company. If LANDLORD fails to fulfill LANDLORD's obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LANDLORD upon demand of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including (but not limited to) costs of environmental assessments, title examinations, zoning application fees, and attorneys' fees and other legal expenses of TENANT.

Exercise of Option. TENANT shall exercise the Option by written notice to LANDLORD in accordance with the notice provisions herein. On and after the commencement date set forth in such notice (the "Commencement Date"), this Agreement shall also constitute a lease agreement between LANDLORD and TENANT on the terms and conditions set forth in this Agreement:

LEASE AGREEMENT

1. **Lease of Property.** LANDLORD hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty-foot (20') wide (or variable width, as shown) right of way extending from the nearest accessible public right-of-way, which is known as Hwy 210, to the Lease Site as such right-of-way is shown on Exhibit "A-1" hereto (the "Right-of-Way").

If required by governmental authority, LANDLORD grants to TENANT a nonexclusive landscape conservation easement with respect to the area required by such governmental authority as shown or described on Exhibit "A-1" (or Exhibit "C" if then applicable).

2. **Initial Term and Rental.** This Agreement shall be for an initial term of five (5) years beginning on the Commencement Date at an annual rental of Five Thousand Dollars (\$ 5,000) to be paid in equal monthly installments on the first day of each month during the term, in advance, to LANDLORD at LANDLORD's address set forth herein, or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If the Commencement Date is other than the first day of a calendar

Site # 141-076
NC/SC

4

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month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for nine (9) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
1st	\$ 5,750.00
2nd	\$ 6,612.50
3rd	\$ 7,604.38
4th	\$ 8,745.03
5th	\$ 10,056.79
6th	\$ 11,565.30
7th	\$ 13,300.10
8th	\$ 15,295.11
9th	\$ 17,589.38

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the ninth (9th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at expiration of the ninth (9th) extended term, then upon the expiration of the ninth (9th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the ninth (9th) extended term.

6. **Use.** TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of such buildings as are necessary to house telecommunications equipment and for related office space, a free standing monopole or three sided antenna structure of sufficient

Site # 141-076
NC/SC

5

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height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Lease Site (collectively, the "Communications Facility"). All improvements to the Property necessary for TENANT's use shall be made at TENANT's expense. LANDLORD grants TENANT the right to use such portions of LANDLORD's Surrounding Property as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facility, including (1) the right of ingress, egress, and regress to and from the Property for construction machinery and equipment, (2) the right to use such portions of LANDLORD's Surrounding Property as are reasonably necessary for storage of equipment and construction materials during construction, maintenance, or modification of the Communications Facility, and (3) the right to construct and maintain improvements on the Right-of-Way reasonably necessary for the maintenance and operation of the Communications Facility. TENANT will maintain the Lease Site and all of TENANT's improvements on the Property in a reasonable condition.

TENANT, at TENANT's option, may erect either a self supporting tower or a guyed tower suitable for its proposed use. Should TENANT choose to erect a guyed tower, LANDLORD hereby grants an appurtenant easement to TENANT in, over, and across such portions of LANDLORD's Surrounding Property as deemed necessary by TENANT, its successors or assigns, for the purpose of anchoring, mounting, maintaining, repairing and replacing guy wires extending from TENANT's tower. The easement granted herein shall extend such distance from the TENANT's tower as is reasonably necessary, in TENANT's sole discretion, to properly support said tower with the area over which such wires extend being considered a part of the easement area and the Property. LANDLORD grants TENANT the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs which may interfere with or fall upon TENANT's tower or the tower's guy wires or the TENANT's other improvements.

7. **Governmental Approvals.** LANDLORD shall cooperate with TENANT in its efforts to obtain and maintain in effect all certificates, permits, licenses and other approvals and to comply with all applicable laws, ordinances, rules or regulations required or imposed by governmental authorities, including without limitation, the FCC and the FAA, for TENANT's use of the Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement.

8. **Termination.** TENANT shall have the right to terminate this Agreement by written notice to LANDLORD at any time upon the occurrence of any of the following events: (a) any certificate, permit, license or approval necessary for the construction or operation of the Communications Facility in the manner intended by TENANT is rejected, canceled, expires, lapses, or is otherwise withdrawn or terminated, or TENANT determines the cost of obtaining or retaining any such certificate, permit, license or approval, or of complying with applicable legal and regulatory requirements, is unreasonable; or (b) TENANT determines that, based upon

Site # 141-076
NC/SC

6

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imposed zoning conditions or requirements, soil boring tests, radio frequency propagation tests, or interference with TENANT's reception or transmission, the Property is inappropriate for the uses intended by TENANT. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

9. **Indemnification.** TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents. LANDLORD shall indemnify and hold TENANT harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property or LANDLORD's Surrounding Property by LANDLORD or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of TENANT or its employees or agents. LANDLORD agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability policy.

10. **Taxes.** TENANT shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against the improvements constructed by TENANT on the Property. TENANT shall reimburse LANDLORD, as additional rent, for any increase in ad valorem real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT on the Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all ad valorem real property taxes levied against the Property on or before the date such taxes become delinquent.

11. **Removal of Improvements.** Title to all improvements constructed or installed by TENANT on the Property shall remain in TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove all above grade improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

12. **Sale of Property.** If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell the Property, or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, such sale shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease, license, or

Site # 141-076
NC/SC

7

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use any other areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other communications facilities if, in TENANT's sole, but reasonable, judgment, such installation, operation or maintenance would interfere with TENANT's facilities.

13. **Quiet Enjoyment.** LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

14. **Assignment.** This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of, or partner in, TENANT or its parent company, to any successor entity with or into which TENANT is sold, merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, this Agreement may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld, conditioned, or delayed. TENANT may sublease or license all or any part of the Property, but will provide notice to LANDLORD of the sublease or license.


15. **Condemnation.** If the whole of the Property or LANDLORD's Surrounding Property, or such portion thereof as will make the Property unusable for the purposes herein leased in the manner intended by TENANT, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.

16. **Subordination.** At LANDLORD's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by LANDLORD which now or hereafter may encumber the Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to

Site # 141-076
NC/SC

8

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evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date of the exercise of the Option, LANDLORD, as soon as practicable after the Option has been exercised, shall obtain and furnish to TENANT a non-disturbance agreement in recordable form from the holder of each deed to secure debt or mortgage.

17. **Title Insurance.** TENANT, at TENANT's option, may obtain title insurance on the Property. LANDLORD, at LANDLORD's expense, shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company in order to issue a title insurance policy acceptable to TENANT. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

18. **Hazardous Substances.** LANDLORD shall hold TENANT harmless from and indemnify TENANT against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being generated, stored, disposed of or transported to, on, under or around the Property as long as the hazardous substances were not generated, stored, disposed of or transported to, on, under or around the Property by TENANT or its employees, agents or contractors. TENANT shall hold LANDLORD harmless from and indemnify LANDLORD against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of TENANT's use of the Property. The indemnities set forth in this paragraph shall survive expiration or termination of this Agreement. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Property or property adjacent thereto, or (iv) any substance the presence of which requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any other applicable federal, state, or local law, rule, or regulation.

Site # 141-076
NC/SC

9

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19. **Opportunity to Cure.** If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should materially default in the performance of any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

20. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located.

21. **Notices.** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, or on the date deposited with a nationally recognized overnight courier, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT: Gearon Communications, a Division of
American Tower Systems, L.P.
1760 The Exchange N.W.
Suite 200
Atlanta, GA 30339

LANDLORD: Louise B Lee
At. 1 Box 469
Spring Lake, N.C. 28390

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

22. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

Site # 141-076
NC/SC

10

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23. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement in recordable form, setting forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties. If LANDLORD fails to provide such document within ten (10) days of TENANT's request, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as such document is received by TENANT.

24. **Confidentiality.** LANDLORD agrees that all terms of this Agreement, and any information furnished to LANDLORD by TENANT in connection with this Agreement, shall be and remain confidential. LANDLORD shall not disclose any such terms or information without the prior written consent of TENANT.

25. **Survival.** The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof. In the event TENANT exercises the Option, then the terms and provisions of the Option, which by their nature are continuing, shall survive the expiration of the Option Period and shall be incorporated into the lease granted under this Agreement.

26. **Addendum.** If LANDLORD and TENANT have agreed to amend any of the foregoing terms of this Agreement, including the Option terms, by the attached Addendum to Option and Lease Agreement, the LANDLORD's initials appear here [____], the TENANT's initials appear here [____], and the attached Addendum to Option and Lease Agreement is incorporated herein by this reference.

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Site # 141-076
NC/SC

11

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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

Louise B. Lee (SEAL)

(SEAL)

(SEAL)

TENANT:

Gearon Communications, a Division of
AMERICAN TOWER SYSTEMS, L.P.,
a Delaware limited partnership (SEAL)

By: ATSC GP, INC., a Delaware corporation,
its sole General Partner

By: [Signature] (SEAL)

Print Name: Jeffrey Chihara

Title: Vice President

(CORPORATE SEAL)

[USE IN NC IF LANDLORD IS AN INDIVIDUAL]

Site # 141-076

NC/SC

EXHIBIT "A"

(A Legal description of the entire tract of land owned by Landlord is to be attached)

BEGINNING at a stake in the western margin of the right of way of N.C. Highway No. 210, said stake being the South East corner of the tract of land belonging to V.F.W. Post 9103 recorded in Book 708, Page 127, Harnett County Registry, and running along the western right of way line of N.C. Highway No. 210, North 34 degrees 50 minutes East 456 feet to a stake; thence North 42 degrees 31 minutes 55 seconds West 264.40 feet to a stake; thence North 85 degrees 51 minutes West 582.40 feet to a stake, the North East corner of the V.F.W. property as aforesaid; thence South 32 degrees 17 minutes 10 seconds East 535.73 feet to a stake; thence South 54 degrees 18 minutes East 268.58 feet to the beginning corner, containing 5.75 acres, more or less.

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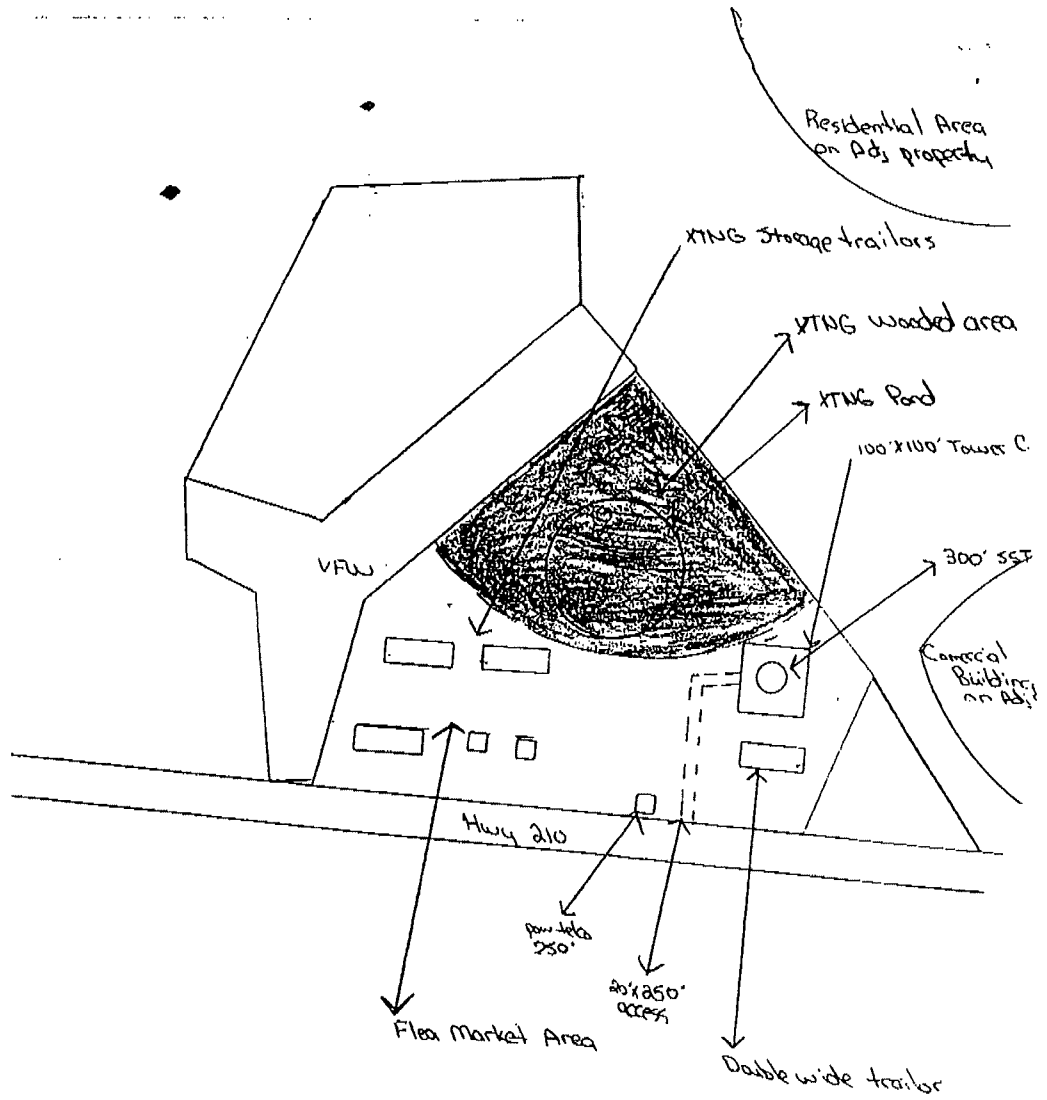
Site #

141-076

NC/SC

EXHIBIT "A-1"

(Attach a copy of the Site Sketch)



Initial LBL

Site # 141-076

NC/SC

EXHIBIT "B"

List all deeds to secure Debts, Mortgages, Liens or Judgments encumbering the Property.

If none, please state "none".

Debts: *None*

Lender:

Loan Officer Name and Telephone:

Loan Number:

Liens: *none*

Judgments: *None*

Initial *SBL*

Site # 141-076

NC/SC

EXHIBIT "C"

Legal Description and Survey of the Property (to be attached at a later date).

Initial

LBL *Jan*

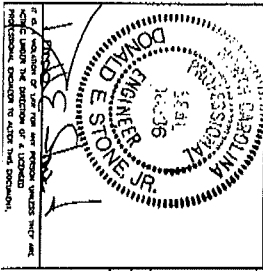
Site #

141-076

NC/SC

SITE PLAN GENERAL NOTES:

1. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE DCS EQUIPMENT AND TOWER AREA.
2. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
3. GRASSED AREAS DISTURBED BY THE WORK OF THIS CONTRACT SHALL BE GRADED TO UNIFORM SLOPE, FERTILIZED, SEEDED AND COVERED WITH MULCH.
4. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE NORTH CAROLINA GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL.
5. AUTHORIZATION FOR ACCESS TO AND WORK WITHIN PUBLIC ROAD R.O.W. SHALL BE OBTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL ADHERE TO ALL SPECIAL REQUIREMENTS SPECIFIED IN THE AUTHORIZATION.
6. ALL OTHER VEGETATIVE COVER DAMAGED OR REMOVED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED IN KIND BY THE CONTRACTOR (UNLESS OTHERWISE NOTED).
7. TOPOGRAPHIC AND ROW INFORMATION TAKEN FROM A SURVEY PREPARED BY WILLIAM C. McILWAIN, JR., DATED MAY 1998.
8. IF NECESSARY, THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING AND REGRADING ROADWAY AND/OR FIELD AFTER THE INSTALLATION OF UTILITIES.
9. NO COMMERCIAL MESSAGES WILL BE DISPLAYED ON TOWER.
10. WATER AND SEWER SERVICES ARE NOT REQUIRED FOR THIS DEVELOPMENT.
11. LIGHTING: TOWER LIGHTING REQUIRED BY FAA TO BE DUAL MODE MEDIUM INTENSITY LIGHTING (WHITE BEACON IN DAYTIME, RED BEACON IN EVENING).
12. PARKING SPACES ARE NOT REQUIRED FOR THIS DEVELOPMENT.



IN CHARGE OF: _____
 DESIGNED BY: _____
 CHECKED BY: _____
 DATE: _____

1" = 80'

0 50 100 150

SCALE: 1" = 80'

GEARON COMMUNICATIONS

PREPARED FOR: _____

1. DATE ISSUED FOR CONSTRUCTION: _____
 2. DATE ISSUED FOR REVIEW: _____
 3. DATE: _____

REVISIONS: _____

PREPARED BY: _____

O'BRIE ENGINEERS

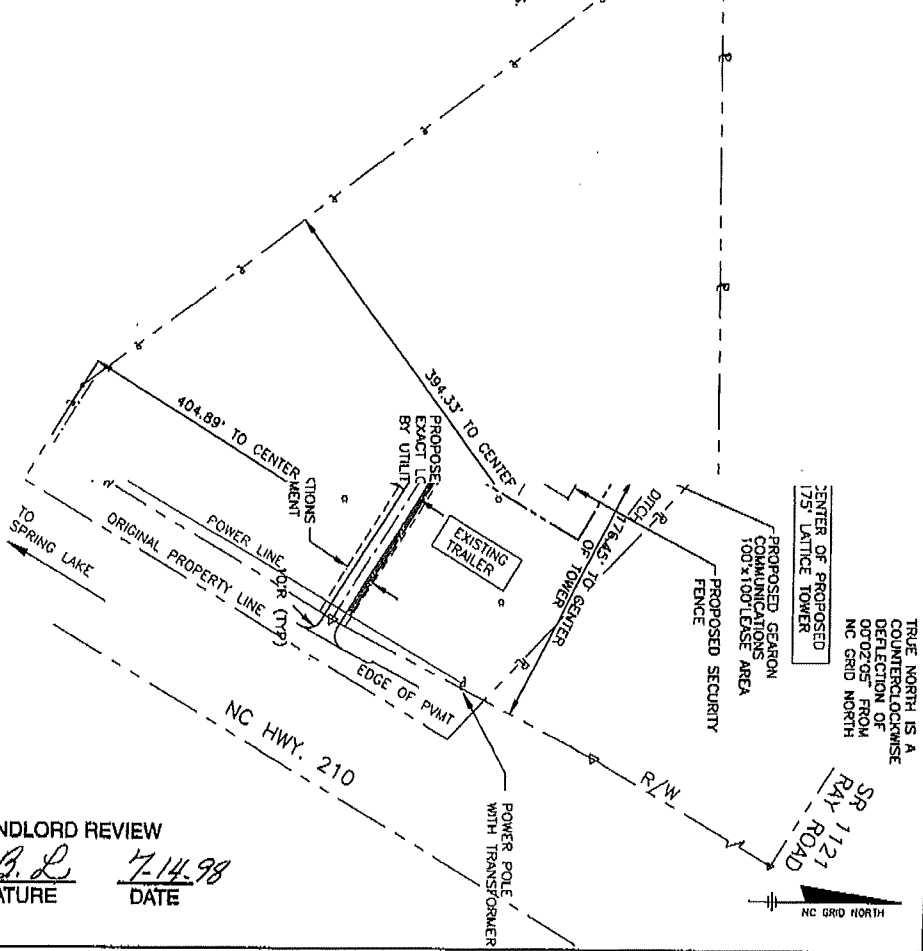
COMMUNICATIONS TOWER PLAN

SITE NO. 141-076C

DATE: 5/26/98

REV NO. 21-125C03

C3



LANDLORD REVIEW

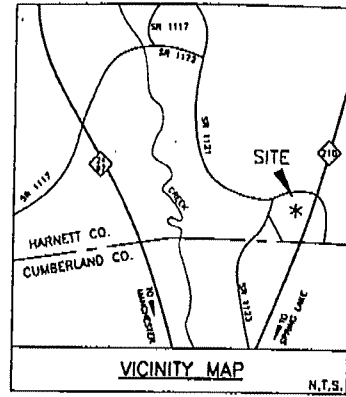
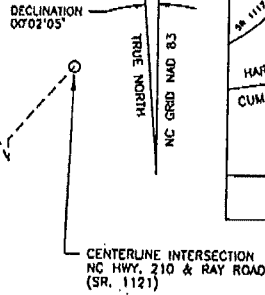
L. B. L. 7.14.98

SIGNATURE DATE

CONTRACTOR SHALL REFERENCE THIS SITE PLAN FOR ALL SPECIFICATIONS AND RECOMMENDATION NOTES.

GENERAL NOTES:

- HORIZONTAL AND VERTICAL DATUMS ESTABLISHED FROM INFORMATION SUPPLIED BY NC DEPT. OF TRANSPORTATION FOR PROJECT # 8.1441501.
- NORTH CAROLINA STATE PLANE COORDINATES ARE BASED ON NAD 83 DATUM WITH ELEVATIONS BASED ON NCVD 29 DATUM. A GEOGRAPHIC POSITION WAS CALCULATED FROM THESE STATE PLANE COORDINATES USING THE CORPSCON PROGRAM (V4.11) OF THE US ARMY TOPOGRAPHIC ENGINEERING CENTER. THE BASE DATUM OF THE GEOGRAPHIC POSITION NAD 83 FOR THE HORIZONTAL POSITION AND NCVD 29 FOR THE VERTICAL POSITION, ACCURACY TOLERANCES FOR THE STATE PLANE COORDINATES AND THE GEOGRAPHIC POSITION ARE +/- 20' HORIZONTAL AND +/- 3' VERTICAL.
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATED BURIED UTILITIES/STRUCTURES. HOBBS, UPCHURCH & ASSOCIATES MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. HOBBS, UPCHURCH & ASSOC. FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- TRUE NORTH IS A COUNTERCLOCKWISE DEFLECTION OF 00'02'05" FROM NC GRID NORTH.
- THIS MAP REPRESENTS A PARTIAL BOUNDARY SURVEY BY HOBBS, UPCHURCH & ASSOC. ALL PROPERTY LINE INFORMATION IS SHOWN ACCORDING TO CORNERS FOUND, EXISTING DEEDS, PLATS, AND/OR TAX MAPS.
- TITLE REPORT WAS NOT PROVIDED TO PREPARE THIS SURVEY.
- SITE IS LOCATED OUTSIDE THE 500 YEAR FLOOD PLAIN (ZONE X) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NUMBER 37085C0165 D EFFECTIVE DATE: APRIL 16, 1990.
- THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTIONS TO THE DEFINITION OF SUBDIVISION.
- SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAY STREETS AND ASSESSMENTS, IF ANY, AS THE SAME MAY APPEAR OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES OR WHICH MAY HAVE BEEN ACQUIRED BY PRESCRIPTIVE USE.
- ZONING ANALYSIS DID NOT PROVIDE ALL BUILDING SETBACK LINES.
- ZONING SHOWN HEREON BASED ON ZONING ANALYSIS PROVIDED TO PREPARE THIS SURVEY.
- ZONING - COMMERCIAL
- ACREAGE OF PARENT TRACT - 5.75 AC.
- HEIGHT OF TOWER = 300 FEET
HEIGHT OF TOWER AMSL = 481.31 FEET
- COMBINED GRID FACTOR - 0.99984945
- ALL DISTANCES ARE HORIZONTAL GROUND.
- AREA BY COORDINATE COMPUTATION.



LANDLORD REVIEW
DATE 7-14-98
SIGNATURE [Handwritten Signature]

PROPOSED LEASE AREA DESCRIPTION

BEGINNING AT AN IRON ROD, SAID IRON ROD BEING LOCATED N 31°44'20" E 354.14 FEET FROM AN EXISTING IRON PIPE, A SOUTHWEST CORNER OF THE L. D. BLACK AND JERRY D. LEE PROPERTY OF WHICH THIS IS A PART, SAID IRON ROD ALSO BEING LOCATED S 27°13'09" W 190.32 FEET, N 57°10'16" W 130.16 FEET, AND N 59°20'50" W 100.00 FEET FROM A NC DOT R/W DISC AT STATION 217+97, LEFT SIDE FOR PROJECT #8.1441501, SAID BEGINNING IRON ROD HAVING NC GRID COORDINATES N=536,216.8017, E=2,017,935.0983 AND RUNS THENCE N 30°39'10" E 100.00 FEET TO AN IRON ROD; THENCE S 59°20'50" E 100.00 FEET TO AN IRON ROD; THENCE S 30°39'10" W 100.00 FEET TO AN IRON ROD; THENCE N 59°20'50" W 100.00 FEET TO THE BEGINNING, CONTAINING 10,000 SQUARE FEET, AND BEING A PORTION OF THE LANDS CONVEYED TO L. D. BLACK AND JERRY D. LEE BY DEED RECORDED IN DEED BOOK 730 PAGE 829, HARNETT COUNTY REGISTRY. ALL BEARINGS ARE TO NC GRID NORTH MERIDIAN.

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____ REVIEW OFFICER OF _____ COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

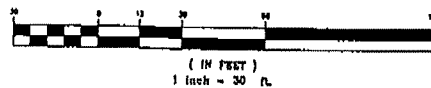
REVIEW OFFICER _____
DATE _____

PROPOSED ACCESS AND UTILITY EASEMENT DESCRIPTION

BEGINNING AT A POINT IN THE WEST RIGHT-OF-WAY OF NC HWY. 210 SAID POINT BEING LOCATED S 27°13'09" W 190.32 FEET FROM A NC DOT R/W DISC AT STATION 217+97, LEFT SIDE, FOR PROJECT #8.1441501 (WIDENING NC HWY. 210), SAID BEGINNING POINT HAVING NC GRID COORDINATES N=435,095.2538, E=2,018,130.4988 AND RUNS THENCE AS SAID WEST R/W OF NC HWY. 210 S 27°13'09" W 10.00 FEET TO AN IRON ROD IN SAID R/W; THENCE CONTINUING AS SAID R/W S 30°39'10" W 10.00 FEET TO A POINT IN SAID R/W; THENCE N 57°49'01" W 185.73 FEET TO A POINT, THE PC OF A CURVE; THENCE AS SAID CURVE RUNNING CLOCKWISE TO THE NORTH WITH A RADIUS OF 10.00 FEET AND AN ARC DISTANCE OF 15.71 FEET AND A CHORD BEARING AND DISTANCE OF N 14°20'50" W 14.14 FEET TO A POINT THE PT OF SAID CURVE; THENCE N 30°39'10" E 10.00 FEET TO A POINT IN THE SOUTHWEST LINE OF THE LEASE AREA; THENCE AS SAID SOUTHWEST LINE OF THE LEASE AREA S 59°20'50" E 85.00 FEET TO A POINT; THENCE S 57°10'16" E 130.16 FEET TO THE BEGINNING, CONTAINING 4,029 SQUARE FEET AND BEING A PORTION OF THE LANDS CONVEYED TO L. D. BLACK AND JERRY D. LEE BY DEED RECORDED IN DEED BOOK 730 PAGE 829, HARNETT COUNTY REGISTRY. ALL BEARINGS ARE TO NC GRID NORTH MERIDIAN.

Exhibit "C"

GRAPHIC SCALE



LEGEND

—	BOUNDARY EASEMENT	○ EIP	EXISTING IRON PI
- - -	UNSURVEYED PROPERTY LINES	○ ECM	EXISTING CONCRE
- · - · -	RIGHT-OF-WAY	○ NIR	NEW IRON ROD
- - - - -	DITCHLINE	○	COMPUTED POINT
— · — · —	CONTOUR LINE	⊙	LIGHT POLE

SURVEY FOR: GEARON COMMUNICATIONS, INC. SITE: SPRING LAKE OWNER: L. D. BLACK JERRY D. LEE and wife, LOUISE B. LEE		DATE: MAY, 1998 SCALE: 1" = 30' DRAWN BY: DMS CHECKED BY: WCM
TOWN: SPRING LAKE COUNTY: HARNETT TOWNSHIP: ANDERSON CRK. STATE: NORTH CAROLINA	SITE I.D. NO.: 141-076 C PROJECT NO.: WC9802 DRAWING NO.: SITE3	C2
SURVEYED BY: WILLIAM C. McILWAIN, JR. 290 SW BROAD ST. SOUTHERN PINES, N.C. 28387 (910) 692-5616	REFERENCE: DEED BOOK 730 PAGE 829	

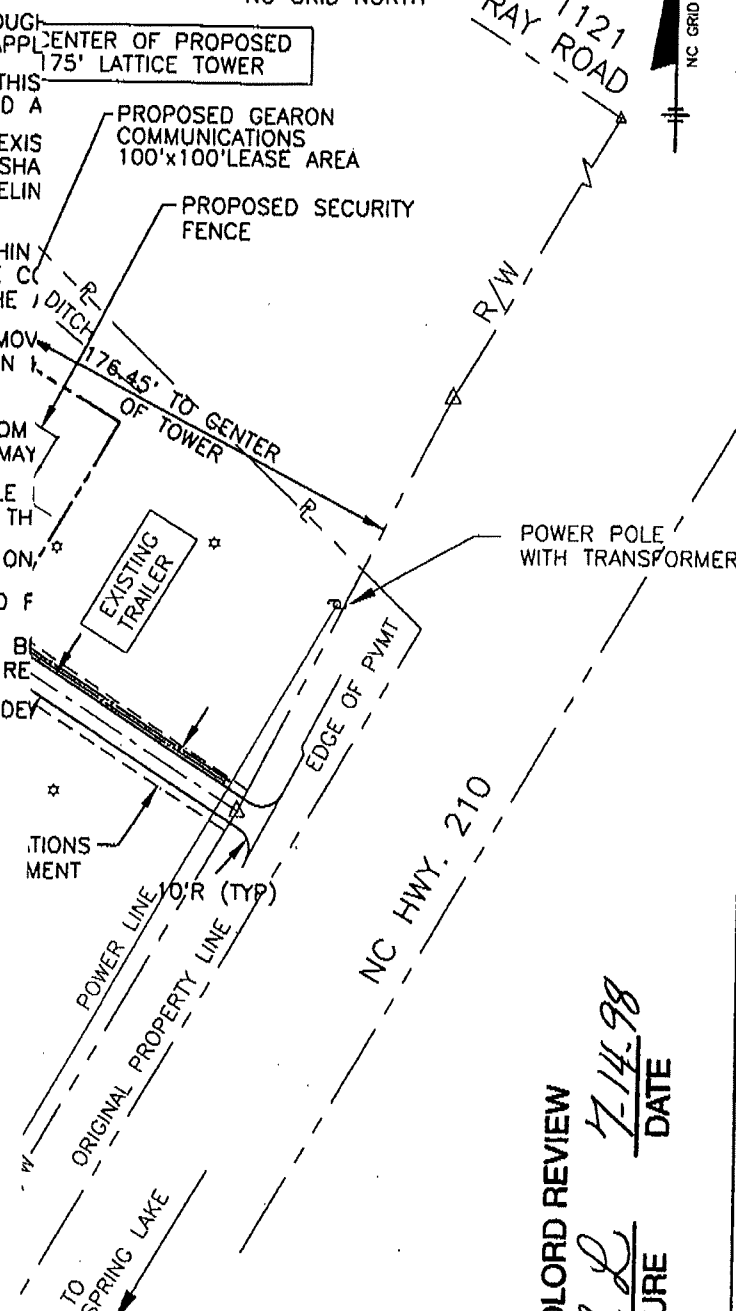
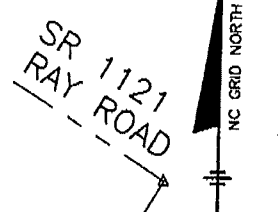
FOR INFORMATION ONLY

HOBBS, UPCHURCH & ASSOC. 23 PROJECTS WILSON STREET, WILSON, NC 27597 DATE: 05/18/98 SCALE: 1" = 30.00'

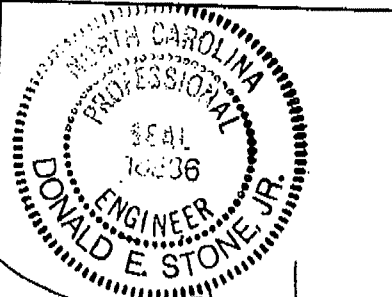
SITE PLAN GENERAL NOTES:

1. THE SITE SHALL BE GRADED TO CAUSE SURFACE W AWAY FROM THE DCS EQUIPMENT AND TOWER AREA.
2. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
3. GRASSED AREAS DISTURBED BY THE WORK OF THIS PROJECT SHALL BE GRADED TO UNIFORM SLOPE, FERTILIZED, SEEDED AND MULCHED.
4. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING VEGETATION. EROSION CONTROL MEASURES SHALL BE CONFORMANT WITH THE NORTH CAROLINA GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
5. AUTHORIZATION FOR ACCESS TO AND WORK WITHIN THE RIGHT-OF-WAY SHALL BE OBTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL COMPLY WITH ALL SPECIAL REQUIREMENTS SPECIFIED IN THE PERMITS.
6. ALL OTHER VEGETATIVE COVER DAMAGED OR REMOVED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED IN KIND AND QUANTITY BY THE CONTRACTOR (UNLESS OTHERWISE NOTED).
7. TOPOGRAPHIC AND ROW INFORMATION TAKEN FROM THIS PROJECT WAS PREPARED BY WILLIAM C. McILWAIN, JR, DATED MAY 1997.
8. IF NECESSARY, THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR AND REGRADING ROADWAY AND/OR FIELD AFTER THE COMPLETION OF CONSTRUCTION.
9. NO COMMERCIAL MESSAGES WILL BE DISPLAYED ON THE TOWER.
10. WATER AND SEWER SERVICES ARE NOT REQUIRED FOR THIS DEVELOPMENT.
11. LIGHTING: TOWER LIGHTING REQUIRED BY FAA TO BE INSTALLED. INTENSITY LIGHTING (WHITE BEACON IN DAYTIME, RED BEACON AT NIGHT).
12. PARKING SPACES ARE NOT REQUIRED FOR THIS DEVELOPMENT.

TRUE NORTH IS A COUNTERCLOCKWISE DEFLECTION OF 00°02'05" FROM NC GRID NORTH



LANDLORD REVIEW
D. B. L.
 SIGNATURE
 7-14-98
 DATE



SITE PLAN
 SCALE: 1"=80'

IN CHARGE OF _____
 DESIGNED RLH DRAWN _____
 PREPARED FOR: _____

GEAR COMMUNICATIONS TOWER CEMETERY PLAN

CONTRACTOR SHALL REFERENCE BELLSOUTH MOBILITY DCS STANDARD DETAILS AND SPECIFICATIONS FOR WIRELESS TELECOMMUNICATION TOWERS.

SITE NO. 141-076C
 DATE: 5/28/98
 FILE NO. _____

C3

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.